

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN
MILWAUKEE DIVISION**

**BUILDING TRADES UNITED PENSION TRUST FUND
and WILLIAM BONLENDER (in his capacity as Trustee),**

**PAINTERS LOCAL 781 HEALTH FUND,
and JEFFREY MEHRHOFF (in his capacity as Trustee),**

Plaintiffs,

v.

Case No. 25-cv-724

NOVA PAINTING & DECORATING, INC.,

Defendant.

COMPLAINT

NOW COME the Plaintiffs, by their attorneys, The Previant Law Firm, S.C., by Christopher J. Ahrens and Alex J. Sterling and as and for a cause of action against the Defendant, allege and show to the Court the following:

Jurisdiction and Venue

1. Jurisdiction of this Court upon Defendant Nova Painting & Decorating, Inc. (hereinafter referred to as "Nova Painting") is founded upon Section 502 of the Employee Retirement Income Security Act of 1974 ("ERISA") (29 U.S.C. §1132) in that the Plaintiffs are aggrieved by the Defendant's violation of certain collective bargaining agreements, trust plans and trust agreements, and Defendant's continued refusal to submit contributions in accordance with the terms of those plans and agreements, thereby

violating the provisions of ERISA, the Multi-Employer Pension Plan Amendments Act (“MPPAA”) and the common law of the State of Wisconsin.

2. Venue lies in this Court under ERISA §502(e)(2) (29 U.S.C. §1132(e)(2)) in that Plaintiff Funds are administered in Waukesha County, Wisconsin.

Parties

3. Plaintiff Building Trades United Pension Fund is an employee benefit plan within the meaning of ERISA §§3 (2), (3), and (37), 502 and 515, as amended by the MPPAA (codified as amended at 29 U.S.C. §§1002 (2), (3), and (37), 1132 and 1145), and bring this action on behalf of the Trustees, participants and beneficiaries of said Plans. Said Plaintiff maintains offices at 500 Elm Grove Road, Elm Grove, Wisconsin 53122.

4. Plaintiff William Bonlender is a trustee and beneficiary of the Building Trades United Pension Fund, as well as a participant and beneficiary within the meaning of ERISA and as such has standing to be a Plaintiff in this action. Mr. Bonlender maintains an office at 17125 West Cleveland Avenue, New Berlin, Wisconsin 53151.

5. Plaintiff Wisconsin Painters Local 781 Health Fund is an employee benefit plan within the meaning of ERISA §§3 (1), (3), and (37), 502 and 515, as amended by the MPPAA (codified as amended at 29 U.S.C. §§1002(1), (2), (3), and (37), 1132 and 1145), and bring this action on behalf of the Trustees, participants and beneficiaries of said Plans. Said Plaintiff maintains offices at 11270 West Park Place, Suite 950, Milwaukee, Wisconsin 53224.

6. Plaintiff Jeffrey Mehrhoff is a Trustee and a fiduciary of the Painters Local 781 Health Fund and as such has standing to be a Plaintiff in this action and to seek the remedies prayed for. Jeffrey Mehrhoff maintains an office at S68 W22665 National Avenue, Big Bend, Wisconsin 53103.

7. Defendant Nova Painting is a foreign corporation, organized under the laws of the State of Illinois, engaged in business with principal offices located at 4931 Welsh Road, Rockford, Illinois 61107. Its registered agent for service of process is Jennfier Bunjes, 4931 Welsh Road, Rockford, Illinois 53103.

Facts

8. Nova Painting is an employer and party in interest in an industry affecting commerce within the meaning of ERISA §§ 3(5), (11), (12) and (14) (29 U.S.C. §§ 1002(5), (11), (12) and (14)) and the LMRA (29 U.S.C. § 151, et seq.).

9. For all times relevant, Nova Painting was and remains a party to and agreed to abide by the terms of a Memorandum of Understanding (“Labor Agreement”) between itself and the Painters & Allied Trades District Council No.7 of the International Union of Painters & Allied Trades, AFL-CIO (hereinafter “Union”).

10. The Labor Agreement described herein contains provisions whereby Nova Painting agreed to make contributions and payments to the Plaintiff Funds by the fifteenth day of the month after the one during which the work was performed.

11. By execution of said Labor Agreement, Nova Painting adopted the trust agreements and amendments thereof; which establish and govern the Plaintiff Funds and are necessary for their administration, and designated as their representatives on the

Boards of Trustees such Trustees as have been named and appointed pursuant to said trust agreements, together with their successors selected in the manner provided in such trust agreements, and thereby ratifying all actions already taken or to be taken within the scope of their authority, such as but not limited to the adoption of policies relevant to this lawsuit, including but not limited to the Policies on Employer Accounts.

12. Despite demands that Nova Painting perform its statutory and contractual obligations, the Plaintiffs have ascertained that said Defendant has failed, neglected, omitted, and refused to allow access to the Funds' auditors to determine whether Defendant has made its required payments. Nova Painting may be indebted to the Plaintiffs as follows:

Unaudited Period October 1, 2022 to the present:

| | |
|-------------------------------------|---------|
| Building Trades United Pension Fund | Unknown |
| Painters Local 781 Health Fund | Unknown |

Claim One Against Nova Painting & Decorating, Inc.
Violation of ERISA §§ 502 and 515 (29 U.S.C. §§ 1132 and 1145)

13. As and for a first claim for relief against Nova Painting, Plaintiffs repeat and reallege each and every allegation contained in paragraphs 1 through 12 above and incorporate the same as though fully set forth herein word for word.

14. Repeated demands have been made upon Nova Painting for access to its books and records for a compliance audit, but Defendant has refused to make such arrangements as are necessary for such an audit.

15. Because Nova Painting has failed to make timely and prompt contributions, some of the Plaintiffs' beneficiaries and participants could have eligibility terminated and

benefits reduced for which they would otherwise qualify. These beneficiaries and participants would be left without an adequate remedy at law and would suffer severe and irreparable harm if Nova Painting is not mandatorily compelled to comply with the Labor Agreements and enjoined from further breaches.

16. Therefore, on all contributions that remain unpaid from October 1, 2022, through the date of the filing of this Complaint, Plaintiffs are entitled to recover from Nova Painting all owed contributions; as well as their reasonable attorneys' fees of collection, interest at 1.5% per month, and liquidated damages of 20% on all owed contributions pursuant to 29 U.S.C. §1132(g), the Policy on Employer Accounts, and applicable collective bargaining agreements.

WHEREFORE, the Plaintiffs demand the following relief:

1. Judgment on behalf of the Plaintiffs and against Nova Painting:
 - A. For unpaid contributions, interest, and liquidated damages owed to Plaintiffs for the period October 1, 2022, to the present;
 - B. For unpaid contributions, interest, and liquidated damages owed to Plaintiffs becoming due and/or arising after the commencement of this lawsuit through the date of judgment; and
 - C. Reasonable attorney fees and the costs of this action.
2. An order directing Nova Painting to fully submit to an audit of the company's books and records by Plaintiffs' designated representative for the period October 1, 2022, to the present.
3. The Court should retain jurisdiction pending compliance with its order.

4. For such other, further, or different relief as the Court deems just and proper.

Dated this 16th day of May 2025.

/s/Christopher J. Ahrens
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